



GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COOPERATIVE COMPETITIVE SEALED BID NO. 1011-012
CITY OF FRISCO, GARLAND, RICHARDSON

**ANNUAL CONTRACT FOR
SAFETY SHOES**

~~~~~  
DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

***December 08, 2009 @ 2:00PM, Central Standard Time  
(CST)***

***NO LATE BIDS WILL BE ACCEPTED***

**ORIGINAL AND ONE COPY REQUIRED**  
~~~~~

**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
TOM JOHNSTON,
PURCHASING MANAGER
6101 Frisco Square Blvd.,
FRISCO, TX 75034**

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

**Tom Johnston C.P.M.
Purchasing Manager
tjohnston@friscotexas.gov
972 292 5540**

**Daniel Ford
Buyer
dford@friscotexas.gov
972 292 5542**



CITY OF FRISCO

COOPERATIVE COMPETITIVE SEALED BID NUMBER 1011-012 CITY OF FRISCO, GARLAND, RICHARDSON

SAFETY SHOES

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City"), serving as the lead agency for a cooperative competitive sealed low bid in cooperation with the City of Garland and the City of Richardson, is accepting Competitive Sealed Bids for Safety Shoes.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by DECEMBER 8, 2009 at 2:00 PM (CST) BY THE PURCHASING MANAGER'S OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on December 8, 2009 at 2:05 PM(CST).

Write the competitive sealed bid number 1011-012, name of bid, Safety Shoes and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original and one (1) copy of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any

interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by

law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An Manager so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Purchasing Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034, or the Accounts Payable Divisions of Garland and Richardson.

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. **DISCLOSURE OF CERTAIN RELATIONSHIPS**
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

NOTICE TO BIDDER/SPECIAL CONDITIONS

Vendor shall supply one parts publication and one maintenance/repair publication (CD-ROM preferred) with delivery of this equipment.

Please complete the following:

The City wishes to be placed on the manufacturer's mailing lists to receive all special bulletins and supplements pertaining to services, repairs, problems, et cetera. Please provide information on the steps needed to accomplish this:

State location nearest to the City of Frisco where warranty work will be performed:

This quote was prepared by:

Signature:

Printed Name:

Title:

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 11/21/2007
PRODUCER City of Frisco Insurance Company Name & Address 8101 Frisco Square Blvd. Frisco, TX 75034 Phone & Fax #'s		INSURER AFFORDING COVERAGE INSURER A INSURER B INSURER C INSURER D INSURER E		
INSURED Choices QuickForms Vendor Name & Address Street Address1 Street Address2 City State Zip		NAIC # 		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PERTAIN, THE ASSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PRIOR CLAIMS.				
POLICY	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAUSE WAIVER <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> YEAR <input type="checkbox"/> LOSS	GENERAL LIABILITY			EACH OCCURRENCE \$1,000,000 AGGREGATE LIMIT \$1,000,000 MED EXP (Per Occurrence) \$50,000 PERSONAL & ADULTERY \$50,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPOUND AGG \$50,000
	AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Per Occurrence) \$50,000 BODILY INJURY (Per Person) \$50,000 BODILY INJURY (Per Accident) \$50,000 PROPERTY DAMAGE (Per Occurrence) \$50,000
	DAMAGE LIABILITY			AUTO-ONLY - EA ACCIDENT \$50,000 OTHER THAN AUTO-ONLY: BODILY INJURY \$50,000 AUTO-ONLY: AGG \$50,000
	EXCESS/UMBRELLA LIABILITY			EACH OCCURRENCE \$50,000 AGGREGATE \$50,000 RETENTION \$50,000
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POLICY (TERMINATES ON CANCELLATION OF POLICY) (CANNOT BE CANCELLED) IF YES, INDICATE USOR SPECIAL FEE/TERMS HEREIN: OTHER:	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EL. EACH ACCIDENT \$100,000 EL. DISEASE - CA EMPLOYERS \$100,000 EL. DISEASE - POLICY LIMIT \$100,000
	DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (INCLUDES ACCORD BY INDUSTRY) (SPECIAL PROVISIONS) The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss, but the amount the same is covered by the proceeds of insurance.			
CERTIFICATE HOLDER The City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREON, THE ISSUING INSURER WILL EXCHANGE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING, ITS AGENTS OR INTERESTED PARTIES. <input checked="" type="checkbox"/> AS AUTHORIZED REPRESENTATIVE		

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2009.

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1	Name of person doing business with local governmental entity.	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

**SAFETY SHOES
COOPERATIVE BID SPECIFICATION
BID #1011-012**

1. INTENT

The City of Frisco (the "City") is accepting Competitive Sealed Bids for an annual contract for Safety Shoes. The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice. The City is serving as the lead agency in cooperation with the City of Garland and the City of Richardson.

2. SCOPE

The successful bidder shall provide various safety boots and shoes to be purchased by the City of Frisco, Garland, and Richardson's various departments in men's and women's sizes. It is required that the bidder **must provide Red Wing brand shoes** as an option, among other brands. The bidder shall provide the facility (ies), tools, equipment and the personnel required to size and fit the City employees.

Estimated annual expenditures for the three entities are as follows:

City of Frisco	\$30,000
City of Garland	\$35,000
City of Richardson	\$30,000

These estimated annual expenditures are estimates only, and do not guarantee a dollar volume purchase. The annual spends vary year to year.

3. FACILITIES

3.1 If a local store is available, the various city departments may choose to schedule employees, as appropriate within the department guidelines, to go to the store for assistance in the selection, sizing/fitting and/or to purchase the safety boots or shoes.

3.2 The facility **must include a mobile unit** that will drive out to various city sites, to assist in the selection, sizing/fitting and purchase of safety boots and shoes to city employees.

3.3 Those bidders submitting bids based on the utilization of a mobile unit as their place of business, must be able to provide services on a regularly scheduled basis (or at mutually agreed upon times), of a fully stocked and staffed vehicle capable of sizing, allowing employees to try on and supplying boots or shoes from its on-board stock to the majority of the employees authorized to purchase boots or shoes at the time of their visit. A bidder's repeated inability to maintain it's agreed upon scheduled visit or inability to provide boots or shoes from stock at the scheduled visit may be considered as default of the contract and may be grounds for termination.

3.4 The bidders shall have a stock of the boots and shoes, which meet the city's specifications available and on display in their location and/or on display in their mobile unit.

3.5 All authorized personnel assisting city employees with sizing and selection of safety boots and shoes shall be sufficiently trained and possess the knowledge and experience to advise proper fitting and correct application for all areas of usage (water, concrete, construction, electrical, grease/oil, chemical, etc.)

4. SPECIFICATION

4.1 Awarded bidders shall have the ability to provide a variety of safety boots and shoes in both men's sizes 7-13, D, E, EE, EEE, H, W and women's sizes 5-11 in medium widths and wide widths (W).

4.2 Charges for sizes other than those shown above shall be shown on the bid sheet and shall be added to the discounted price of the largest sized boot/shoe in the manufacturer's catalog for the brand shoe required.

4.3 All footwear shall be constructed of durable and commercially acceptable materials, such as leather, nylon, PVC, polyurethane, nitrile, rubber, or other man-made materials.

4.4 All footwear shall meet or exceed all the American Society for Testing Materials (ASTM) International Standards

4.5 All leather oxfords and boots are to be certified by the American Footwear Industries Association (AFIA) and be in compliance with the American National Standards Institute (ANSI) and requirements of the ASTM International Standards, current edition as prescribed by OSHA.

5. MANUFACTURERS

5.1 Following are some of the manufacturer's/brands of safety boots and shoes the city of Frisco, Garland, and Richardson purchase, the list is provided for information purposes only, additional brands may be proposed for future use:

Bates Uniform Footwear	Justin
Carolina	Nautilus
Carhartt	Red Wing
Caterpillar	Reebok
Converse	Roadwolf
Dickies	Skechers Work
Double H	Stanley
Dr. Martens Industrial	Thorogood
Guardman	Timberland Pro Series
Harley-Davidson Footwear	Wolverine
Hystest Safety Footwear	Worx

5.2 Additional manufacturers may be added to this contract at the option of the City's.

5.3 Substitute brands or models may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without consent of the department. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

6. WARRANTY

Supplies shall be covered by manufacturer's standard warranty. Bidder is required to submit manufacturer's warranty summary upon request.

7. AGREEMENT TERMS AND AWARD

The percentage discount agreement shall be for an initial period of one year with four, one year renewal options. The percentage discount agreement shall be awarded to vendor submitting the highest percentage discount off of the manufacturer's latest published price list or catalog. **The vendor must submit its manufacturer's price list or catalog with its bid in order to be considered for award.** The price list must be common to and accepted by the industry in general.

8. BID EVALUATION

Bids shall be evaluated on but not limited to the following: 1) supplies meeting or exceeding specification, 2) percentage discount, 3) delivery time, and 4) references.

9. INTER-LOCAL AGREEMENTS

Bidder shall state in the space provided on the bid sheet whether they will agree to other governmental entities entering into inter-local agreements on this price agreement at the same prices and conditions with the exception of deliveries being ordering agencies location as opposed to within the city limits of Grand Prairie.

10. ORDERS AND INVOICING

Orders will be placed by the Individual Departments. Unless order is paid by procurement card as explained in this specification, a Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to individual departments for processing. As a Municipal Government, each city is exempt from all sales and

excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.

11. ON-LINE ORDERING AND PAYMENT OPTION

The City's may allow departments to order goods on price agreement through the awarded vendor's secure website. In order for departments to use on-line ordering, the vendor's on-line ordering system must have the capability to offer the items awarded to his company at the accurate unit prices/discounts bid. There are two payment options that the City uses when ordering on-line.

- 1) The department issue a purchase order number, the vendor mails an invoice and the City mails the vendor a check within 30 days of the latter of receipt of good or invoice.
- 2) The department utilizes a City issued procurement card for payment at the time of order. A Purchase order number is not required for this type of purchase. Bidder shall state in space provided on bid sheet if his company currently offers on-line ordering that will meet these requirements or if they plan on implementing in the near future.

12. USAGE REPORTS

Annual usage reports by item are highly desired. A bidder's capability to provide these reports will be considered in the evaluation of the lowest and best bid. Bidder shall state capability to provide these reports in the space provided on the bid sheet.

13. INSURANCE AND DAMAGES

The awarded vendor shall provide and maintain in force, at no cost to the City, all necessary insurance coverage as required by law, for the life of the price agreement and any subsequent extensions. The awarded vendor shall indemnify and hold harmless the City against any and all loss, damage, and expense for any injury to persons or damage to property arising out of or in connection with the manufacturing, delivery, or use of this product.

14. PAYMENT

The supplies furnished in accordance with this specification will be paid for at the percentage discount bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.

15. TERMINATION

Price agreement may be terminated by the City for poor or non-performance by vendor after a 30 day written notice to make improvements and requested

improvements were not made. Price agreement may be terminated by either the vendor or the City at any time without cause with a written 30 day notice of intent to terminate.

16. PRICE RE-DETERMINATION

Price re-determination shall only be considered by the city 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing. The city of Frisco reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the city.



GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM

1011-012

Safety Shoes

Item	Description	%
1	Percentage Discount	

The vendor must submit its manufacturer's price list or catalog with its bid in order to be considered for award.

The undersigned certifies that the bid prices/percentage discount contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name) Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____